

DETAILED ACTION

1. Claims 1-11, 14, 17-22, 26-28 and 33-35 have been examined. Application 10/071,442 (SYSTEM FOR OFFERING SERVICES USING NETWORK OF UNOWNED COMPUTERS) has a filing date 02/06/2002.

Response to Amendment

2. In response to Non Final rejection filed 07/13/09, the Applicant filed an Amendment on 10/12/09, which amended claims 1, 6-7, 14, 17, 21, 27-28, cancel claims 29-32 and added new claims 33-35.

Claim Rejections - 35 USC § 102

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

Claims 1-3, 9 and 28 are rejected under 35 U.S.C. 102(b) as being anticipated by

ISP offers free PCs to subscribers

(<http://news.zdnet.co.uk/internet/0,1000000097,2070845,00.htm>).

Claim 1, ISP teaches:

A method utilizing a collective processing capability of a plurality of computers after the computers have been sold to purchasers by a vendor, the method comprising the steps of:

entering into a plurality of agreements, each of which is between the vendor and a different one of the purchasers, wherein, the agreement specify that the vendor retains a right to use processing resources of the corresponding computers after the sale of the computers (see paragraph 1)

conveying, subject to said agreements, the plurality of the computers to said purchasers (see paragraph 1 “subscribe to Empire.net for three years”);

and using *according to the agreements* a network of the plurality of computers to provide a service that provides the vendor with a commercial benefit (see paragraph 1 “Empire.net”);

wherein using the network of the plurality of computers includes employing the retained processing resources of the computers to perform the service (See paragraph 6 “constant on-screen advertisements; paragraph 1 “subscribe to Empire.net for three years”) .

Claim 2, ISP teaches:

wherein each one of said plurality of agreements is entered into prior to the sale of a respective said specific one of the computers (see paragraphs 1, 6).

Claim 3, ISP teaches:

wherein the agreement provides a purchasing incentive to each of the purchasers (See paragraph 1 “free PC”).

Claim 9, ISP teaches:

wherein said network includes said computers used by entities not in privity with the vendor (see paragraph 1).

Claim 28, ISP teaches:

wherein entering into the plurality of agreements further comprises entering into the plurality of agreements to run software of the vendor using the retained processing resources of the computers, the method further comprising: receiving a request from a requestor for the service *wherein the requestor is the vendor or a third party different from the vendor and the purchasers* and running the software on at least one of the computers in response to the request (see paragraph 1 “empire.net”; paragraph 6 “on-screen ads”).

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claim 4-8, 10-11, 14, 17-22, 26-27 and 33-35 are rejected under 35 U.S.C. 103(a) as being unpatentable over ISP offers free PCs to subscribers (<http://news.zdnet.co.uk/internet/0,1000000097,2070845,00.htm>) in view of Jones (US 2002/0198929).

Claims 14 and 21-22, ISP teaches:

A method for utilizing a collective processing capability of a plurality of devices containing embedded processors, after the devices have been sold to purchasers by a vendor, the method comprising:

entering into an agreement between the vendor and one of the purchasers wherein, with respect to a specific one of the devices to be sold to said one of the purchasers, the vendor retains a right to use a portion of the embedded processor of said specific device after the sale thereof (see paragraph 1)

conveying the specific device to said one of the purchaser after entering into said agreement (see paragraph 1); and

using the network to provide a service, that provides the vendor with a commercial benefit, *wherein providing the service includes employing the retained portions of the embedded processors of the devices in the network* (see paragraph 1, 6 “watch constant on-screen ads”);

ISP does not expressly teach repeating the previous two steps until a predetermined minimum number of said devices that are connectable to a network have been sold and *in response to a request of the vendor or a third party different from the vendor and the purchaser, performing a service using the retained processing resources of the computers in the network*. However, Jones teaches that it is old and well known in the communication art to determined a predetermined minimum number of computer to create a share network (see paragraph 6). Jones also teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to

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peer servers and where subsequent requests from new client machines are then redirected by the master server to the clients which already have the required file pieces (see paragraph 6). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that ISP would provide incentive to subscribers that share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 4, ISP does not teach:

wherein, in response to a query generated by a first one of the computers and received by a second one of the computers using the processing resource of the second one of the computers to send data from the second one of the computers to the first one of the computers wherein the processing resource of the second one of the computers used is the processing resource retained by a corresponding one of the agreements. However, Jones teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where subsequent requests from new client machines are then redirected by the master server to the clients which already have the required file pieces (see paragraph 6). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server, as taught by Jones in

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order to help said Internet service provider offload demands from their master Internet server.

Claim 5, ISP does not teach:

wherein said data comprises an Internet web page (see paragraph 1).

Claim 6, ISP teaches:

A method of utilizing a collective processing capability of a plurality of computers after the computers have been sold to purchasers by a vendor, the method comprising:

entering into a plurality of agreements, each of which is between the vendor and a different one of the purchasers, wherein the agreements specify that the vendor retains a right to use processing resources of the corresponding computers after the sale of the computers (see paragraph 1 and 6 “on-screen ads” “subscribe to ISP”);

conveying, subject to said agreements, the plurality of the computers to said purchasers (see paragraphs 1, 6); and

using a network of the plurality of computers to provide a service that provides the vendor with a commercial benefit (See paragraphs 1 and 6),

ISP does not expressly teach wherein entering into the plurality of agreements further comprises entering into the plurality of agreements to retain a right to use storage areas in the respective computers and wherein the network comprises a plurality of nodes, including the computers, and wherein one of the nodes is a vendor node, the method further comprising: the vendor node maintaining a list of all of the computers connected thereto, along with respective IP addresses for the corresponding computers, and information identifying files stored in the respective retained storage

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areas of the corresponding computers and in response to a query for a requested file, the vendor node accessing the list to identify one or more of the computers storing the requested file to enable retrieval of the requested file in response to the query. However, Jones teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where said master server keeps track of where said file pieces are located using TCP/IP suite of protocols (see paragraphs 6, 17). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server and where said Internet provider would know the shared resources for each client computer, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 17, ISP does not teach:

Wherein entering into the agreements further comprises entering into the agreements to retain a right to use storage areas of the devices, wherein the network comprises a plurality of nodes, including the devices, and wherein one of the nodes is a vendor node the method further comprising; the vendor node maintaining a list of all of the computers connected thereto, along with respective IP addresses for the corresponding devices and information identifying files stored in the respective retained storage areas of the corresponding devices and in response to a query for a requested

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file, the vendor node accessing the list to identify one or more of the devices storing the requested file to enable retrieval of the requested file in response to the query.

However, Jones teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where said master server keeps track of where said file pieces are located using TCP/IP suite of protocols (see paragraphs 6, 17). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server and where said Internet provider would know the shared resources for each client computer, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claims 7 and 18, ISP does not teach:

wherein the network comprises a plurality of peers, each of which includes a corresponding one of the computers the method further comprising; and configuring each of the peers in the network as a servent that acts as both a client and a server to distribute data between the peers in response to a query generated by one of the peers. However, Jones teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where subsequent requests from new client machines are then redirected by the master server to the clients which

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already have the required file pieces (see paragraph 6). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 8, ISP does not teach:

distributing said query between successive said peers until the query is received by one of the peers having access to said data; and distributing said data between successive said peers until the data is received by said one of the peers that generated the query. However, Jones teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where subsequent requests from new client machines are then redirected by the master server to the clients which already have the required file pieces (see paragraph 6). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claims 10 and 19 ISP does not teach:

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wherein retaining the right to use said processing resources comprises retaining the right to use low-priority processor cycles of the corresponding computers to effect said service. However, Jones teaches a system where client computers share their computer resources such as CPU limits, memory limits with a master server in order to help said master server offload demands from their master Internet server (see paragraphs 30-31). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claims 11 and 20, ISP does not teach:

wherein retaining the right to use said processing resources comprises retaining the right to use a predetermined amount of processor time within a fixed interval of time in each of the computers to effect said service. However, Jones teaches a system where client computers share their computer resources such as CPU limits, memory limits with a master server in order to help said master server offload demands from their master Internet server (see paragraphs 30-31). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet

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providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 26, ISP does not teach:

wherein entering into the plurality of agreements further comprises entering into the plurality of agreements to retain a right to use secure storage areas in the computers to store data of the vendor. However, Jones teaches a system where client computers share their computer resources such as disk space with a master server in order to help said master server offload demands from their master Internet server (see paragraphs 30-31). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server such as disk space, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 27, ISP does not teach:

wherein retaining the right to use the secure storage areas comprises retaining the right to use virtual environments in the computers for storing the vendor data. However, Jones teaches a system where client computers share their computer resources such as disk space, CPU resources, memory with a master server in order to help said master server offload demands from their master Internet server (see paragraphs 30-31). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service

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providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources such as using the CPU, memory and disk resources as taught by Jones to create virtual environments with the Internet providers' master internet server in order to help said Internet service provider offload demands from their master Internet server.

claim 33, ISP does not teach:

wherein employing the retained processing resources of the computers is to perform the service in response to a request of the vendor or a third party different from the vendor and the purchasers. However, Jones teaches that it is old and well known in the communication art to determine a predetermined minimum number of computer to create a share network (see paragraph 6). Jones also teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where subsequent requests from new client machines are then redirected by the master server to the clients which already have the required file pieces (see paragraph 6). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that ISP would provide incentive to subscribers that share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 34, ISP does not teach:

wherein employing the retained portions of the embedded processors of the devices is to perform the service in response to a request of the vendor or a third party different from the vendor and the purchasers. However, Jones teaches that it is old and well known in the communication art to determine a predetermined minimum number of computer to create a share network (see paragraph 6). Jones also teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where subsequent requests from new client machines are then redirected by the master server to the clients which already have the required file pieces (see paragraph 6). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that ISP would provide incentive to subscribers that share their computer resources with the Internet providers' master internet server, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Claim 35, ISP does not teach:

wherein the agreements further specify that the vendor has retained a right to use storage areas of the plurality of computers, the method further comprising: a node associated with the vendor receiving a query for requested data; the node responding to the query by accessing information to determine which one or more of the computers in the network contains the requested data in respective one or more retained storage areas; and the node providing information to allow retrieval of the requested data. However, Jones

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teaches a system where a master server divides a large file into several small pieces and then downloads those file pieces to client machines, where these client machines function as peer to peer servers and where said master server keeps track of where said file pieces are located using TCP/IP suite of protocols (see paragraphs 6, 17). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Internet service providers would provide to subscribers free PCS with the incentive that said subscribers share their computer resources with the Internet providers' master internet server and where said Internet provider would know the shared resources for each client computer, as taught by Jones in order to help said Internet service provider offload demands from their master Internet server.

Response to Arguments

5. Applicant's arguments filed 10/12/09 have been fully considered but they are not persuasive. The Applicant argues that ZDNet does not teach an agreement. The Examiner answers that ZDNet teaches an agreement between people and vendors (i.e. Empire.Net or freepc.com) for said people to receive free computers if said people agree to subscribe for three years to Empire.net or to receive constant on-screen ads (see paragraphs 1, 6). Therefore, contrary to Applicant's argument, ZDNet teaches Applicant's claimed invention.

The Applicant argues that ZDNet does not teach employing the retained processing resources or provides a service that provides the vendor with commercial benefit, which includes employing the retained portions of the embedded processors of

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the devices in the network. The Examiner answers that displaying constant on-screen ads in a computer is employing retained processing resources for the benefit of the vendor freepc.com (see paragraph 6). Therefore, contrary to Applicant's argument, ZDNet teaches Applicant's claimed invention.

The Applicant argues that Jones does not teach entering into an agreement to retain a right to use storage areas in respective computers or a vendor node maintaining information identifying files stored in respective retained storage areas of the corresponding computers. The Examiner answers that Jones teaches a system that agrees to compensate users that share their computers' storage areas to store pieces of files, which are downloaded to said storage areas so a master server can redirect file requests by client computers to said computers' storage areas which already have the required file pieces (see paragraphs 6-7). Therefore, contrary to Applicant's argument, ZDNet teaches Applicant's claimed invention.

Conclusion

6. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

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the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to DANIEL LASTRA whose telephone number is 571-272-6720 and fax 571-273-6720. The examiner can normally be reached on 9:30-6:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, ROBERT A WEINHARDT can be reached on (571)272-6633. The official Fax number is (571) 273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

/DANIEL LASTRA/
Primary Examiner, Art Unit 3688
January 7, 2010